

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

<b>In Re:</b>	:	BANKRUPTCY NO. 19-10234TPA
	:	
MICHAEL GEORGE PERRY, JR.,	:	THE HON. THOMAS P. AGRESTI
Debtor	:	
	:	CHAPTER 13
MICHAEL GEORGE PERRY, JR.,	:	
Movant	:	DOCUMENT NO.
	:	
v.	:	DATE & TIME OF HEARING:
	:	Wednesday, May 15, 2019 at 9:30 a.m.
NO RESPONDENT	:	
	:	RESPONSE DEADLINE:
	:	April 29, 2019

**EXHIBIT TO APPLICATION FOR LEAVE TO EMPLOY SPECIAL COUNSEL**

Attached hereto is the proposed Special Counsel's Fee Engagement.

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO,  
INC.

BY: /s/Michael S. JanJanin  
Michael S. JanJanin, Esquire  
PA Id. No. 38880  
The Quinn Law Firm  
2222 West Grandview Boulevard  
Erie, Pennsylvania 16506-4508  
Telephone: 814-833-2222  
Facsimile: 814-833-6753  
E-Mail: mjanjanin@quinnfirm.com  
Counsel for Debtor

#1203093

**FEE AGREEMENT**  
**James L. Moran, Esquire**  
**3939 West Ridge Road, Suite B-27**  
**Erie, Pennsylvania 16506**

I hereby employ and retain James L. Moran, Esq. to represent me with respect to my legal situation.

The terms of the agreement are as follows:

1. A retainer in the amount of 2,000.00 will be paid in advance to be applied to a hourly rate of \$195.00 and to costs as they accrue, and, such costs shall include, but shall not be limited to court costs, records, and expert reports. An additional retainer may be required at the discretion of James L. Moran, Esq.
2. All legal services shall be provided at the above hourly rate fee which does not include any costs.
3. Client is responsible for any and all costs and agrees to pay said costs as billed, within thirty (30) days.
4. Client understands that this agreement is expressly conditioned upon timely payment of the fees and costs as agreed herein, and, client further agrees that failure to pay any and all of the fees or costs, as agreed, is sufficient grounds for termination of services by the Attorney, James L. Moran, Esquire and, for withdrawal of counsel in a court case.

Date: 5/31/18

MIKE PERRY JR  
Client Name-Print

MPJ  
Client Name- Signature

Date: 5/31/18

[Signature]  
James L. Moran, Esquire